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11 SEAVIEW INSURANCE COMPANY  
and TWO JINN, INC.

12 *[Additional Defendants and Counsel Listed on Signature Pages]*

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 OAKLAND DIVISION

18 IN RE CALIFORNIA BAIL BOND  
19 ANTITRUST LITIGATION

21 THIS DOCUMENT RELATES TO:  
22 ALL ACTIONS

Master Docket No. 19-cv-00717-JST

CLASS ACTION

**DEFENDANTS' RESPONSE TO PLAINTIFFS'  
REQUEST FOR JUDICIAL NOTICE IN  
SUPPORT OF PLAINTIFFS' OPPOSITION TO  
DEFENDANTS' MOTION TO DISMISS**

Judge: Hon. Jon S. Tigar  
Hearing Date: August 26, 2020  
Courtroom: 6, 2<sup>nd</sup> Floor  
Time: 2:00 p.m.  
Trial Date: Not Set

1 Plaintiffs ask the Court to take judicial notice of, or incorporate by reference, nine documents  
 2 in support of Plaintiffs' Opposition to Defendants' Motion to Dismiss (ECF No. 117 (Plaintiffs'  
 3 "Opposition")).) (See ECF No. 115 (Plaintiffs' Request for Judicial Notice); ECF No. 116 (Plaintiffs'  
 4 declaration attaching documents labeled Exhibits 1-9).) Defendants respond to Plaintiffs' request  
 5 pertaining to each document as follows:

6 **Exhibit 1 – Greg Padilla Bail Bonds' Webpage "How Bail Works" with Embedded Video**

7 To the extent Plaintiffs request only that the Court take notice of the existence of the webpage  
 8 and linked video, Defendants do not object. To the extent Plaintiffs are requesting the Court take  
 9 notice of the truth or accuracy of the statements therein, Defendants object because statements posted  
 10 by a third-party on a privately maintained website are not properly subject to judicial notice. See *Von*  
 11 *Saher v. Norton Simon Museum of Art at Pasadena*, 592 F.3d 954, 960 (9th Cir. 2010) (judicial notice  
 12 may be taken of "the fact that" media outlets have published information, but "not whether the contents  
 13 of those articles were in fact true") (internal quotations and citation omitted); *Savin v. City and Cty. of*  
 14 *San Francisco*, No. 16-cv-05627-JST, 2017 WL 2686546, at \*5 n.3 (N.D. Cal. June 22, 2017) ("As a  
 15 general matter, courts are hesitant to take notice of information found on third party websites and  
 16 routinely deny requests for judicial notice . . . .") (quoting *Gerriten v. Warner Bros. Entm't Inc.*, 112  
 17 F. Supp. 3d 1011, 1028-29 (C.D. Cal. 2015)); ECF No. 91 (Court's order on parties' previously filed  
 18 requests for judicial notice) ("Order") at 5-7. Additionally, it should be noted that Plaintiffs' attempt  
 19 to use a single bail agent's statement that "premiums may not be discounted" as evidence of a mass  
 20 conspiracy by surety companies to suppress rebating (see Opp. at 56) demonstrates Plaintiffs'  
 21 fundamental misunderstanding of unlawful discounting of premiums and lawful discretionary rebating  
 22 of an agent's commission. (See ECF No. 112 (Defendants' Motion to Dismiss) at 33-36.)

23 **Exhibit 2 – AIA Holdings, Inc. Webpage**

24 To the extent Plaintiffs request only that the Court take notice of the existence of the webpage,  
 25 Defendants do not object. To the extent Plaintiffs are requesting the Court take notice of the accuracy  
 26 of the statements on the AIA webpage, Defendants object because statements maintained on private  
 27 websites are not properly subject to judicial notice. See *Von Saher*, 592 F.3d at 960 (9th Cir. 2010);  
 28 *Savin*, 2017 WL 2686546, at \*5 n.3; Order at 5-7; see, e.g., *Hsieh v. FCA US LLC*, 440 F. Supp. 3d

1 1157, 1161 (S.D. Cal. 2020) (declining to take judicial notice of “the type of business in which  
 2 [defendant] was involved” in part because it was not “a matter of ‘common knowledge’ within this  
 3 district”). Furthermore, Plaintiffs should not be allowed to supplement the SCAC’s deficient  
 4 allegations against AIA by belatedly resorting to judicial notice of statements contained on AIA’s  
 5 website. In any event, reference to AIA as an “umbrella” or in “alliance” with International Fidelity  
 6 Insurance Co. and Allegheny Casualty Co. does nothing to establish or define the legal relationship  
 7 between AIA and these Surety Defendants.

### 8 **Exhibit 3 – American Bail Coalition’s 2005 Form 990**

9 Defendants object to Plaintiffs’ request for judicial notice of ABC’s 2005 Form 990 except for  
 10 the limited purpose of establishing that the form was filed with the IRS. Moreover, that filing is  
 11 relevant only to the 2005 tax year. *See* Fed. R. Evid. 201(b); *Gerritsen*, 112 F. Supp. 3d at 1032 (“It  
 12 is only ‘appropriate[, however,] for the court to take judicial notice of the content of the SEC Forms [  
 13 ] and the fact that they were filed with the agency. *The truth of the content, and the inferences properly*  
 14 *drawn from them, however, is not a proper subject of judicial notice under Rule 201.’”) (quoting *Patel*  
 15 *v. Parnes*, 253 F.R.D. 531, 546 (C.D. Cal. 2008)); *see also In re Facebook, Inc. Sec. Litig.*, 405 F.  
 16 Supp. 3d 809, 829 (N.D. Cal. 2019) (court would take judicial notice only of existence of 10b5-1  
 17 trading plan); *Petrash v. Biomet Orthopedics, LLC*, No. C 18-5508 SBA, 2019 WL 8013939, at \*4  
 18 (N.D. Cal. June 6, 2019) (could would not take judicial notice of proffered evidence that company was  
 19 a successor to another entity).*

### 20 **Exhibit 4 – Golden State Bail Agents Association (“GSBAA”) Resources Web Page**

21 While the Court may take judicial notice of the existence of a GSBAA webpage, to the extent  
 22 that Plaintiffs are attempting to introduce a third-party’s webpage or statements by referring to the  
 23 “links” or information on GSBAA’s webpage, that information is not subject to judicial notice. *See*  
 24 Fed. R. Evid. 201(b). The content of a private website is also not properly subject to judicial notice to  
 25 the extent Plaintiffs are requesting the Court take notice of the accuracy of the statements therein. *See*  
 26 *Von Saher*, 592 F.3d at 960; *Savin*, 2017 WL 2686546, at \*5 n.3; Order at 5-7.

**Exhibits 5-7 – Continental Heritage Insurance Company’s 1999 CDI Rate Filing (Exhibit 5); American Contractors Indemnity Company’s 1999 CDI Rate Filing (Exhibit 6); International Fidelity Insurance Company’s 2017 CDI Rate Filing (Exhibit 7)**

Defendants do not object to Plaintiffs’ request for judicial notice of these excerpted CDI rate filings for the limited purpose of establishing that these excerpted documents were filed with the CDI. *See Moore v. Saniefar*, No. 1:14-CV-01067-SKO, 2015 WL 3487066, at \*2 (E.D. Cal. Jun. 2, 2015) (“Even where judicial notice of a document is granted, it is the existence of such a document and not the truth of the matters asserted within the document that is judicially noticed.”).

Defendants object to Plaintiffs’ request to the extent it asks the Court to draw inferences based on the statements included within the CDI filings. In particular, Defendants object to Plaintiffs’ use of Exhibits 5 and 6 for the inference Plaintiffs draw in their Opposition that Continental’s and American Contractors’ 15% high-risk rate category had “minimal impact” on the overall market. *See Opp.* at 15 n.2.; *see, e.g., Hsieh*, 440 F. Supp. 3d at 1161 (declining to take judicial notice of unwarranted inferences that were not “a matter of ‘common knowledge’ within this district”).

**Exhibit 8 – Continental Heritage Insurance Company’s 2014 CDI Financial Condition Report**

Defendants object to Plaintiffs’ request for judicial notice of Continental’s 2014 CDI Financial Condition Report except for the limited purpose of establishing that the forms were filed with CDI and not for the truth of the matters asserted. *See Moore*, 2015 WL 3487066, at \*2. In particular, Defendants object to Plaintiffs’ use of Exhibit 8 to establish that Continental has “other lines” of surety and product liability insurance. *See Hsieh*, 440 F. Supp. 3d at 1161. Defendants also object to Plaintiffs’ request to the extent it asks the Court to credit the inference purportedly drawn from Exhibit 8, that the relevant page of Continental’s financial statement (ECF No. 111-1, Defs.’ Ex. 52, at 14), which on its face relates to Continental’s bail-bond business, somehow includes costs associated with the company’s other lines of business. *See Opp.* at 31; *Patel*, 253 F.R.D. at 546 (inferences that may be drawn from documents are not a proper subject of judicial notice).

**Exhibit 9 – 2015 Allegheny Casualty Company Financial Examination Report**

Defendants do not oppose judicial notice of the existence of the report, but oppose Plaintiffs’ request to the extent they are requesting that the Court take notice of the truth of the report’s contents.

1 *See Moore*, 2015 WL 3487066, at \*2; *Hsieh*, 440 F. Supp. 3d at 1161; *Patel*, 253 F.R.D. at 546; Order  
 2 at 6 (granting judicial notice of the existence of CDI financial examination report regarding Defendant  
 3 Danielson National Insurance Co. but declining to take notice of the accuracy of the report's  
 4 contents.) Plaintiffs cannot supplement deficient allegations in the SCAC by relying on judicial  
 5 notice of statements in the report.

6  
 7  
 8 Dated: August 3, 2020

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**ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)**

I, Beatriz Mejia, attest that concurrence in the filing of this document has been obtained from the other signatories. Executed on August 3, 2020, in San Francisco, California.

/s/ Beatriz Mejia

Beatriz Mejia